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Massachusetts **BILL OF CONSUMER RIGHTS**



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MASSACHUSETTS BILL OF CONSUMER RIGHTS

As a Massachusetts consumer, many laws protect you. This brochure contains only a summary of some of your consumer rights. For more detailed information call your local consumer group or our Consumer Information Office at: (617) 727-7780.

1. **RETURN POLICY:** You have a right to have a store's refund, return, or cancellation policy disclosed to you. Stores may set up any type of return policy they like, but must clearly and conspicuously make it known to you prior to purchase. Disclosure on a sales slip is an unacceptable after-the-fact method. A seller may not use an "All Sales Final" policy to refuse a return if goods are defective. (940 Code of Massachusetts Regulations (CMR) 3.13(2) and Massachusetts General Laws Chapter (M.G.L. c.) 106 §2-316a)
2. **DEFECTIVE GOODS:** You have a right to repair, replacement, or refund if goods you buy from a merchant turn out to be substantially defective. This right is contained in the

implied warranty of merchantability -- a law which guarantees that goods you buy will function properly for a reasonable period of time. Both the merchant and manufacturer are liable if goods are defective, and neither can limit your remedies if the implied warranty is breached. In addition, no business can sell a product "as is." (M.G.L. c. 106 §2-314, §2-316a)

3. **PRICE DISCLOSURE:** You have a right to know the price of any product or service before you purchase. In most cases, items must be individually marked with the selling price. You also have a right to a written estimate for repairs or services. (940 CMR 3.13(1), 3.08(1))
4. **USED CAR "LEMONS":** You have a right to a full refund if a used car fails the Registry of Motor Vehicle's safety and emissions inspection within 7 days of purchase, provided that repairs necessary to make it pass inspection cost more than 10 percent of the purchase price, and the car is returned to the seller within 10 days. (M.G.L. c.90 §7N)
5. **NEW CAR "LEMONS":** You have a right to a refund or replacement car, if after a reasonable number of repair attempts (three times or 15

business days in the shop) serious defects in your new car substantially impair its use, market value, or safety. In addition, you must also have given the manufacturer one final 7 business day repair attempt. Your protection under the Lemon Law lasts for 12 months or 15,000 miles (whichever comes first). Requests for an arbitration hearing against a manufacturer who does not voluntarily refund your money must be made within 18 months of original delivery of the car. (M.G.L. c.90 §7N1/2)

6. **CAR REPAIRS:** You have a right to be informed of the price of any repairs prior to the repairs being performed. If the repair is going to cost more than \$10.00 above the estimate, the repair shop must get your approval before proceeding. Any work not done in a workmanlike manner must be fixed at no charge to the customer. (940 CMR 5.00)

7. **SECURITY DEPOSITS:** You have a right to three times your apartment security deposit if the landlord does not deposit it in a separate escrow account. You are also entitled to 5 percent interest annually on both your security deposit and last month's rent paid in advance. (M.G.L. c.186 §15b)

8. **3 DAY CANCELLATION:** You have a right to cancel any contract for over \$25 within 3 business days if it was entered into at a place other than the seller's principal place of business, e.g., your home. This same right applies to the cancellation of a health spa contract no matter where it was signed. (M.G.L. c.93 §48, §81)
9. **DISCLOSURE OF FACTS:** You have a right to be told any fact that might induce you not to enter into any transaction. Every nonprivate party seller has this obligation not to be silent. (940 CMR 3.16)
10. **ILLEGAL PRACTICES:** You have a right not to be victimized by any unfair or deceptive practices. You may recover up to three times your loss if the seller or landlord knowingly or willfully violated any consumer law or regulation, or failed to make a good faith offer of settlement when the violation was pointed out in a 30-day demand letter. (M.G.L. c.93A §2, §9)

ASSERTING YOUR RIGHTS

1. Contact the seller first in person, and then follow up in writing if needed.
2. Call a local consumer group or the Attorney General's Consumer Protection Division to file a complaint.
(617-727-8400)
3. Send a 30-day demand letter to the seller. Call us for a sample.
4. Sue the seller in small claims court for losses up to \$1500 without a lawyer.

NEED MORE INFORMATION?

Call us at: 617-727-7780.

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